

Visa® Credit Card Agreement and Disclosure

This Agreement and Disclosure Statement contains the terms and disclosures which apply to your Visa Credit Card Account ("Account") with Seven Seventeen Credit Union, Inc.

Notice: See reverse side for important information regarding your rights to dispute billing errors.

1. **Meaning of Words.** The following words have the following meanings in this Agreement and in the monthly billing statement mailer hereunder:

(a) "Agreement" means the Visa Credit Card Agreement and Disclosure furnished by us.

(b) "We", "Us" and "Ours" mean Seven Seventeen Credit Union, Inc., (SSCU) Warren, Ohio.

(c) "You" and "Your" means each person who signs this Agreement, or Visa Credit Card Application.

(d) "Card" means any Visa credit card and any duplicates and renewals we issue to you.

(e) "Account" means your Visa Credit Card Line of Credit Account with us that contains a record of all purchases and cash advances made by you under this Agreement.

(f) "Line of Credit" means the total dollar amount we approve for you against which you may obtain cash advances under this Agreement.

(g) "Advance" means any credit extended to you under this Agreement for any purchases or cash advances.

(h) "Cash Advance" means (i) any credit extended to you from us or from any other institution that accepts the Card (ii) any withdrawal of cash made by using your personal identification number ("PIN") at an automated teller machine ("ATM") or other type of electronic terminal that provides access to the Visa system, or (iii) the amount of any Visa Convenience Check paid by us.

(i) "Visa Convenience Checks" means any check that may be issued by us to you, from time to time, that directly accesses your Visa Credit Card Line of Credit Account. The amount of any Visa Convenience Check paid by us is posted as a Cash Advance under your Account.

2. **How to Use This Account:** You can purchase or lease goods and services ("purchases") from a merchant up to your maximum credit limit by presenting your Card and signing a sales slip for the amount of the purchase. You may also use your Card:

(a) To obtain cash advances up to your maximum credit limit from financial institutions that accept a Visa credit card;

(b) By use of pre-printed Visa convenience checks that we may issue you from time to time;

(c) By making withdrawals with your Card at an ATM or other type of electronic terminal that provides access to the Visa system; or

(d) By first selecting your Account to provide overdraft protection for your Checking Account and by issuing checks or drafts, or the accrual of any charges against your Checking or Money Market Checking Account with Seven Seventeen Credit Union, Inc. in excess of its balance. Advances will be made up to your maximum credit limit by automatic transfer of funds directly into your predesignated Checking Account(s) in multiples of \$100. The fee for each transfer is \$7.00.

3. **Responsibility.** If we issue you a Card you agree to pay all advances under the Account plus FINANCE CHARGES arising from the authorized use of the Card, a Visa convenience check and the Card account. For example, you are responsible for charges made by yourself, your spouse and minor children. You are also responsible for

charges made by anyone else to whom you give the Card, and this responsibility continues until the Card is recovered. Your obligation to pay the Account balance continues even though an agreement, divorce decree, or other court judgment, to which we are not a party, may direct you or one of the other persons responsible to pay the Account. If more than one person signs this Agreement, you are jointly and severally responsible for all charges on the Account.

4. **Liability for Unauthorized Use.** You, the cardholder, are not liable for any unauthorized transaction that is processed over the Visa network. You should notify us immediately in the event your Card is lost or stolen or upon your discovery of a transaction which is the result of fraudulent activity such as the unauthorized use of the account or the Card. We reserve the right to impose liability on You, the cardholder, if we determine that You were negligent in the handling of the account or card.

5. **Lost Card Notification.** To report lost or stolen Visa® credit cards 24 hours a day call **800.991.4965**. To report lost or stolen cards during normal business hours call **330.372.8100, 330.677.0001, 330.492.1106 or 800.775.7741**. For Visa Platinum Card emergency assistance 24 hours a day call **800.VISA.911** (800.847.2911).

6. **Credit Line:** If we approve your application, we will establish a self-replenishing Line of Credit for you and notify you of its amount when we issue the Card. You agree not to let the Account balance exceed this approved credit line. Each payment you make on the Account will restore your credit line by the amount of the payment which is applied to the principal balance owed on the Account. You may request an increase in your credit line which must be approved by us. By giving you written notice, we may reduce your credit line from time to time, or with good cause, revoke your Card and terminate this Agreement. Good cause includes your failure to comply with this Agreement, or our adverse reevaluation of your credit worthiness. You may also terminate this Agreement at any time, but termination by either of us does not affect your obligation to pay the Account balance. The Card remains our property and you must recover and surrender to us all Cards, and any issued but unused Visa Convenience Checks, upon our request and upon termination of this Agreement.

7. **Credit Information.** You authorize us to investigate your credit standing when opening, renewing or reviewing your Account, and you authorize us to disclose information regarding your Account to credit bureaus and other creditors who inquire of us about your credit, to the extent authorized by our bylaws.

8. **Payments.** We will mail you a statement every month showing your previous balance comprised of purchases and cash advances, the current transactions on your Account, the remaining credit available under your credit limit, the new balance of purchases and cash advances, the total new balance, the FINANCE CHARGE due to date, and the minimum payment required. Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than 25 days from the statement closing date, whichever is later. If your statement says the payment is "Now Due," your payment is due no later than 25 days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the Total New Balance in full. If you make extra or larger payments, you are still required to make at least the minimum payment each month your Account has a balance (other than a credit balance).

Payment checks must be drawn on a financial institution or other entity domiciled in the United States. Otherwise, posting of your payment may be delayed if presentment of a check is drawn on a non-United States domiciled financial institution or entity. The payment will not be credited to your account until the funds have been collected in United States dollars. You also agree to allow the Credit Union to

debit your account for any collection of processing fees associated with handling this payment.

The minimum payment for the Visa Platinum Rewards and Visa Platinum card will be either Two percent (2%) of your total New Balance or \$10, whichever is greater or your total new balance, if it is less than Ten Dollars (\$10) plus any portion of the minimum payment(s) shown on prior statement(s) which remains unpaid.

We also have the right to demand immediate payment of any amount by which you are over your credit limit.

We will apply your minimum payment first to the FINANCE CHARGE on balance transfers, cash advances and purchases, then to fees, then to the principal balance of promotional cash advances, then to the principal balance of promotional purchases, then to the principal balances of purchases in the order they were posted to your Account, and then to the principal balance of cash advances. Any amount in excess of the minimum payment will be applied to the balance with the highest ANNUAL PERCENTAGE RATE.

9. **FINANCE CHARGES.** You can avoid a FINANCE CHARGE on purchases by paying the full amount of the New Balance of purchases each month within 25 days of your statement closing date. Otherwise, any unpaid New Balances of purchases and subsequent purchases from the date they are posted to your Account will be subject to FINANCE CHARGES. Cash advances, which include the amount of any Visa convenience checks or balance transfers posted to your account, are always subject to FINANCE CHARGES from the date they are posted to your Account.

In addition to the ANNUAL PERCENTAGE RATE you will be charged a transaction fee of 3% of the advance for each cash advance with a minimum of \$2.00 and a maximum of \$15.00. For additional details, see paragraph 18G.

A. See Rate Addendum for Rates regarding your account.

B. Any increase in the ANNUAL PERCENTAGE RATE will take the form of additional payments shown as total minimum payments on the statement.

C. The following information is applicable to **each** of our **Visa Credit Card Line of Credit Accounts:**

The principal balances of purchases and cash advances are determined each day during the statement period, beginning with the principal portion of your previous balances, reduced by payments made and credits we apply, and increased by purchases and cash advances made and debit adjustments we make during the statement period. The daily principal balances are totaled and divided by the number of days in the statement period, to produce separate average daily principal balances for purchases and cash advances to which the periodic rate is then applied.

Any increase in the ANNUAL PERCENTAGE RATE will take the form of additional payments shown as total minimum payments on the statement.

10. **Default.** You will be in default if you fail to make any minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy, or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or update of credit information. You will also be in default if something happens which we believe may substantially reduce your ability to repay what you owe. When you are in default we can demand immediate payment of the entire amount you owe under this Agreement without giving you advance notice. If immediate payment is demanded, you will continue to pay interest, at the applicable interest rates in effect under this Agreement, until what you owe has been repaid. If demand for immediate payment has been made, the shares and deposits given as security for payment under this

Agreement can be applied towards what you owe. We may also take appropriate action as authorized under the Uniform Commercial Code to repossess any and all collateral pledged to secure repayment under this Agreement. To the extent permitted by law, you will also be required to pay our collection expenses, including court costs and reasonable attorneys' fees. We can also exercise any other rights given by law when you are in default.

11. **Money Transfer Services.** If you receive any transmittal amount from any Money Transfer Service (MTS) provider, you agree not to receive more than \$2,500 per day or more than \$10,000 per month. We may increase or decrease these limits from time to time at our sole discretion. We reserve the right to accept or reject any MTS request at our sole discretion. Each transmittal amount that is sent to your Card will generally be posted to your Card within two (2) Business Days after we receive the Transmittal Amount from the Sender.

12. **Using the Card.** You may use the actual Card, Account number and/or PIN to make transactions. You will retain the copies of the transaction slips furnished to you in order to verify your monthly statement.

13. **Returns and Adjustments.** Merchants and others who honor the Card may give credit or returns or adjustments, and they will do so by sending us a credit slip, which we will post to your Account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance toward future purchases and Cash Advances, or if it is one dollar or more, refund it on your written request or automatically after three months.

14. **Using Visa Convenience Checks.** You may use your Visa Convenience Checks, if available, as you would use your Card to obtain a Cash Advance or to make a purchase or payment. Your Visa Convenience Checks directly access your Account. All purchases, payments and Advances made with a Visa Convenience Check and paid by us are treated as Cash Advances hereunder and, except as otherwise indicated, are subject to all terms of this Agreement pertaining to Cash Advances and to the following additional terms:

A. No Visa Convenience Check may be used to make a payment on your Account.

B. Only the person whose name appears on a Visa Convenience Check may use them.

C. Visa Convenience Checks must be written in U.S. Dollars in an amount not less than \$100. Visa Convenience Checks may not be certified.

D. We may return a Visa Convenience Check unpaid if there is not enough available credit on your Account to pay it, if your Account is in default, or if your Card or any Visa Convenience Checks have been reported lost or stolen. A \$35 fee will be charged for each returned Visa Convenience Check unless it has been reported lost or stolen.

E. If you are issued checks to access your account and you stop payment on a check, your account will be charged \$35 for each stop payment.

15. **Foreign Transactions.** Purchases and Cash Advances made in foreign countries and foreign currencies will be billed at a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date; in each instance, plus or minus any adjustment determined by the Issuer. The adjustment may show as a separate entry on your account. You are blocked from using your card in Cuba, Cyprus, Indonesia, Iran, Madagascar, Malaysia, Myanmar, Mongolia, Nigeria, North Korea, Saudi Arabia, Spain, Sudan, Syria, Tunisia, Turkey and Ukraine.

16. **Internet Transactions:** You are blocked from using your card on any internet gambling sites.

17. **Merchant Disputes.** We are not responsible for the refusal of any merchant or financial institution to honor your Card or Visa Convenience Checks.

18. **Overdrafts.** You may use your Visa Account as part of your overdraft protection plan for your SSCU Checking Account. Overdrafts will be handled in accordance with our overdraft procedures as stated in the Membership and Share Account Agreement and Disclosure that you received when you opened your Account and/or by your overdraft protection options that you signed with us.

19. **Fees and Other Charges.** The following fees and other charges will be added to your Account, as applicable:

- A. **Annual Fee.** None.
- B. **Late Payment Fee.** If you fail to pay the minimum payment on your Account within ten (10) days of the disclosed due date, a late payment fee of up to \$35 will be added to your Account.
- C. **Over-Limit Fee.** If your balance exceeds your established credit limit at any time during the statement period, an over-the-credit limit fee of up to \$35 will be added to your Account.

Unless you provide us your consent, we will decline any transaction that causes you to go over your established credit limit. Only when you have opted-in to over-the-credit limit transactions, through any of the options below, may Seven Seventeen allow you to exceed your credit limit and charge an over-the-credit limit fee of up to \$35 for doing so. Any over-the-limit fee charged to your account will appear on your VISA® Statement. You will only pay one fee per billing cycle, even if you go over your limit multiple times in the same cycle. If you remain over your credit limit for the following two (2) billing cycles, you will be charged an over-the-credit limit fee in each billing cycle. Even if you request over-the-credit-limit coverage, in some cases we may still decline a transaction that would cause you to go over your limit, such as if you are past due or significantly over your credit limit. **Important:** You have the right to revoke your over-the-credit-limit coverage at any time.

To authorize or rescind over-the-credit-limit transactions on your Seven Seventeen VISA, simply:

- **Call us at any of these numbers:** 330/372-8100, 330/726-0344, 330/793-2495, 330/677-0001, 330/534-9002, 330/492-1106, 800/775-7741
- **Visit any branch office** (call or visit www.sscu.net for locations)
- **Go to www.sscu.net** to Opt in online.

You may not opt-in to over-limit transactions on Share Secured VISA® cards. Based on your account status, we may choose to not permit you to opt-in or we may opt you out of the program.

- D. **Returned Check Fee.** If a check used to make a payment on your Account is returned unpaid because of insufficient funds therefore, or for any other reason, you will be charged a fee of up to \$35 for each item returned.
- E. **Card Replacement Fee.** You will be charged \$5 for each replacement Card that is issued to you for any reason.
- F. **Application Fee.** If, as a condition for opening your Account, we require your Visa Account to be share-secured, you may be charged an application fee of \$25.
- G. **Cash Advance Fee.** You will be charged a transaction fee of 3% of the Advance Amount for each Cash Advance (minimum \$2, maximum \$15). You will be charged a

transaction fee (minimum \$2, maximum \$15) equal to 3% of the amount of each Visa Convenience Check paid by us and posted to your Account as a Cash Advance

- H. **Additional Charges.** Whenever we are requested by you or any other person not connected with us, to conduct any type of research in connection with your Account, we will charge you a fee of \$12.50 per half hour for our research time and \$.15 for each page of copied material (except when the request is made in connection with a billing error made by us).
- I. **Returned Statement Fee.** You will be charged \$3 for each statement that is returned to us as undeliverable.
- J. **Copies of Visa Slips.** You will be charged \$10 for each copy of a Visa slip that you request.
- K. **Stop Payment on Check.** You will be charged \$35 for each stop payment made on your Visa Convenience Checks. If the check is presented for payment you will be charged an additional \$5.
- L. **Transaction Fee for Purchase and Cash Advance Made in Foreign Currency.** You will be charged 3% of the amount of foreign currency transaction after conversion to US dollars.
- M. **Transaction Fee for Purchase and Cash Advance Made in a Foreign Country in US Currency.** You will be charged 3% of the amount of the transaction.
- N. **Priority Card Fee.** \$15.00

20. **Skip Payment Option.** We may allow you, from time to time, to omit a monthly payment. We will notify you as to any month in which the option is available. If you omit a payment, FINANCE CHARGES and insurance premiums, if any, will accrue on your balance in accordance with this Agreement. A skip payment does not extend the period within which you must pay the New Balance Total in order to completely avoid FINANCE CHARGES on purchases. A minimum payment will be due in the month following the month in which you skip your payment.

21. **Effective Agreement.** This Agreement is a contract which applies to all transactions on your Account, even though the sales, Cash Advances, credits or other slips you sign or receive, may contain different terms. We may amend this Agreement from time to time by sending you advance written notice as required by law. Your use of the Card, or Visa Convenience Check, thereafter will indicate your agreement to any such amendment. To the extent the law permits, and as we indicate in our notice to you, amendments will apply to your existing Account balance as well as to future transactions. This Agreement shall be construed in accordance with the laws of the State of Ohio and relevant Federal Laws.

22. **Security Interest.** You agree that the Credit Union has a security interest in the account as identified in the Credit Card Application. Further, you agree that future funds deposited in that account are also subject to the Credit Union's security interest. In no event shall the Credit Union take a security interest in Individual Retirement Accounts or other accounts, which it is forbidden to attach by law. Collateral securing other loans with us may also secure this loan.

23. **Illegal use of Card.** Any financial service provided by the Credit Union may only be used for any transaction permitted by law. You agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at the discretion of the Credit Union. You further agree, should illegal use occur, to waive the right to sue the Credit Union for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold the Credit Union harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use. Such illegal use includes but

is not limited to gambling and any withdrawal of funds with the intent to conduct illegal activity. You agree not to use your card or allow your card to be used for any illegal transaction.

24. **Transfer of Account.** You cannot transfer or assign your account to any other person.

25. **ScoreCard Rewards.** If you have our **Platinum Rewards Card;** for every purchase you make you earn Bonus Points with the ScoreCard Rewards program. Bonus Points are redeemable toward the best in brand-name merchandise and travel awards. See www.scorecardrewards.com for full details. Purchases made by or for a business or for business purposes and unauthorized/fraudulent transactions do not earn points. We may discontinue the Score Card Rewards service at any time.

YOUR BILLING RIGHTS

KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us at:
Seven Seventeen Credit Union, Inc.

ATTN: VISA
3181 Larchmont Ave. NE
Warren, OH 44483-2498

You may also contact us on the Web: www.sscu.net

In your letter, give us the following information:

- Account information: Your name and Account Number
- Dollar amount: The dollar amount of the suspected error
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing (or electronically). You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER

When we receive your letter, we must do two things:

- Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
- Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.
- **While we investigate whether or not there has been an error:**
- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the

date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES

If you are dissatisfied with the goods or services you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing (or electronically) at:

Seven Seventeen Credit Union, Inc.
ATTN: VISA
3181 Larchmont Ave. NE
Warren, OH 44483-2498
www.sscu.net

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against any aspect of a credit transaction on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to contract); or because all or part of the applicants' income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

**3181 Larchmont Ave NE
Warren, Ohio 44483 330.372.8100
www.sscu.net**

